

IN THE
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

Daniel Human, individually and)	
on behalf of all others similarly situated,)	
)	
Plaintiffs.)	
)	
Vs.)	No. 4:23-cv-00826
)	
SelectQuote, Inc, Inside Response, LLC, Allied)	
Financial Services, d/b/a Allied Insurance Partners,)	
SelectQuote, Inc, Inside Response, LLC, Allied)	
Financial Services, d/b/a Allied Insurance Partners,)	
Inside Response LLC d/b/a Leadstoclose.com, and)	
John and Jane Doe Telemarketers 1 through 50,)	
)	
Defendants.)	

PLAINTIFF’S MOTION FOR ATTORNEY FEES AGAINST ALLIED FINANCIAL SERVICES, LLC D/B/A ALLIED INSURANCE PARTNERS

Plaintiff Daniel Human, by and through the undersigned counsel, and pursuant to Rule 54(2)(d)(1)(2) of the Fed. R. Civ. Proc. and Eastern District Local Rule 8.02, moves this Court to issue its order granting Plaintiff’s attorney fees in favor of Mr. Human and against Defendants Allied Financial Services, LLC and Allied Financial Services d/b/a/ Allied Insurance Partners as it relates to the Default Judgment entered by the Clerk of the Court on July 19, 2023.

I. Nature of the Action

1. This is a class action under the Missouri No Call List and Telemarketing prohibitions set forth in §407.1098.1 and Mo. Rev. Stat. § 407.1076.
2. This is also a class action under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, a federal statute enacted in response to widespread public outrage

about the proliferation of intrusive, nuisance telemarketing practices. *See Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740, 745 (2012).

3. This case was originally filed in the Circuit Court of St. Louis County, Missouri on May 23, 2023, for twenty-three (23) illegal and unsolicited telemarketing calls to the Plaintiff's private residential telephone number which he personally listed on the Missouri and Federal do not call registries.¹

4. Defendants Allied Financial Services, LLC and Allied Financial Services, LLC d/b/a Allied Insurance Partners failed to appear in Missouri state Court or in the District Court and neither are minors or incompetent persons as defined by Rule 55(b)(1). See docket sheet.

II. **Perfection of Process**

5. Process was perfected on Defendant Allied Financial Services, LLC on May 30, 2023. See Exhibit A, attached hereto and fully incorporated herein by reference.

6. Process was perfected on Defendant Allied Financial Services, LLC d/b/a Allied Insurance Partners on May 30, 2023. See Exhibit B, attached hereto and fully incorporated herein by reference.

III. **Failure to Answer, Plead or Otherwise Defend the Complaint**

7. This case was removed by other defendants on June 28, 2023.

8. Defendant's Allied Financial LLC and Allied Financial LLC d/b/a Allied Insurance Partners answer to the Complaint was due by July 7, 2023.

¹ The case was ultimately removed to this Court on June 28, 2023, by Defendants SelectRoute and Inside Response, albeit neither of these defendants are in default.

9. Defendants Allied Financial LLC and Allied Financial LLC d/b/a Allied Insurance Partners have failed to answer or otherwise defend the complaint within the time proscribed under the Federal Rules of Civil Procedure.

10. On July 19, 2023, Chief Deputy Clerk of the Court Lori Miller Young entered its Judgment by Default in Plaintiff's favor against Defendant's Allied Financial Services, LLC d/b/a Allied Insurance Partners.

11. Pursuant to Rule 54(2)(d)(1)(2) of the Federal rules of Civil Procedure, and E.D. Local Rule 8.02, Plaintiff may seek his attorney fees expended in the prosecution of this action within twenty-one (21) days of the entry of the above judgment.

IV. Attorney's fees

12. Due to the complexity of the Defendant's scheme to conceal their identity and corporate structure, i.e., the use of unregistered fictitious names, mastery at the art of misdirection, spoofing telephone numbers and area codes, telemarketers refusing to identify themselves and the location of the company in accord with federal law, the Plaintiff has incurred eighty-six (86) hours of investigation and litigation paralegal fee costs from Attorney's Acquisitions, LLC at \$100.00 per hour or \$8,600.00. See Human Affidavit.

13. The undersigned counsel has also expended twenty-two- and one-half hours (22.5) for:

- a. Research
- b. Preparation of the Complaint
- c. Amended Complaint
- d. Emails
- e. Client Consultations

- f. Reviewing drafts
- g. Preparing the motion for default judgment
- h. Motion for Attorney Fees
- i. Verified Bill of Costs
- j. Request for Entry of Damages on Sum Certain

See Butler Affidavit attached hereto and fully incorporated herein by reference.

14. The undersigned Counsel's rate is \$300.00 per hour, which has been found by Courts to be a reasonable rate of compensation See Butler Affidavit:

$$22.5 \times 300 = \$6,750.00$$

15. Pursuant to Rules 54(2)(d)(1)(2) of the Fed. R. of Civ. Proc., and Local Rule 8.02, the Plaintiff is entitled to recover his attorney/litigation paralegal fees related to this litigation.

WHEREFORE, Plaintiff prays this Court to issue its Order granting Plaintiff's attorney fees in the sum of \$15,350.00 against Allied Financial Services, LLC d/b/a Allied Insurance Partners and for such further relief deemed just in the circumstances.

Respectfully submitted,

/s/Edwin V. Butler, Esquire
Edwin V. Butler Mo. 32489
Attorney At Law
Butler Law Group, LLC
1650 Des Peres Rd., Suite 220
St. Louis, MO 63131
edbutler@butlerlawstl.com
(314) 504-0001

Attorney for the Plaintiff

Certificate of Service

I hereby certify that the above and foregoing Request for a Default Judgment against Defendants Allied Financial Services, LLC and Allied Financial Services LLC d/b/a Allied Insurance Partners was served electronically this 62nd day of July, 2023, on all Attorneys of record via ECF/CM filing and notification system. This document was also scanned for viruses using Windows Defender 2022 and is free of viruses and malware.

/s/Edwin V. Butler

Edwin V. Butler